

complaint

Mr L complained to Vanquis Bank Limited, when they didn't reply to three of his emails in May 2017. Mr L later referred his complaint to us because he didn't think Vanquis had offered him enough compensation for the distress and inconvenience this had caused him.

background

Mr L had a repayment option plan ("ROP") on his Vanquis credit card. The ROP allows him to stop charges and interest from being applied to his credit card account - when he is able to prove an eligible drop in income. This is called an account freeze. There was a freeze on Mr L's account. But a freeze only lasts for three months - unless new evidence is provided. Mr L sent the emails in May 2017 because he wanted to extend the freeze on his account.

Following his complaint, Vanquis reactivated Mr L's account freeze on 6 June 2017.

No interest or charges were applied to Mr L's account in May or June 2017. So when Vanquis considered Mr L's complaint they pointed out there had been no detriment to his account. However, overall, Vanquis paid £50 into his account as a gesture of goodwill.

Our investigator pointed out that when Vanquis receives emails they automatically send a reply by email, but that Mr L hadn't received any replies to his emails in May 2017. Our investigator also said as we have no information showing that what happened was the result of an error made by Vanquis, she thought the £50 Mr L had received was fair compensation.

Mr L rejected our investigator's view. He said he has delivery receipts that show his emails in May 2017 were successfully delivered. Therefore, he thinks it's strange his emails weren't received due to an error on Vanquis's part - albeit knowingly or not.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I've decided not to uphold this complaint.

Mr L says he sent Vanquis an initial email and as he didn't receive a response he sent a further email. As no response was received to the second email Mr L says he sent a third. It was only when Mr L escalated the matter to Vanquis' executives that he then had progress.

Mr L says he activated the 'read receipt' function on the email and has a receipt indicating the email was delivered. Vanquis however says that it didn't receive the three emails and this is why it didn't respond to them.

Vanquis says they weren't received but Mr L has a 'read receipt' suggesting they were received. It's possible the emails were sent but not delivered. It's also possible the emails were delivered correctly but Vanquis failed to take action. I can't be certain either way that the emails Mr L sent were or were not received by Vanquis. I appreciate Mr L would like a definitive answer to this point but that's not something I'm able to provide.

Vanquis has in any event paid £50 to Mr L for any inconvenience caused and shown that no interest or charges were applied to his account during the time of the email problem. The account freeze was activated, albeit slightly later than initially requested. Even if I was sure

that the emails were received by Vanquis and they didn't action them accordingly, I think the £50 payment it's made is reasonable in the circumstances. Mr L hasn't suffered any financial loss as a result of the issue here but I accept it is however inconvenient and frustrating having to resend emails and contact other parts of the bank. However, I think this inconvenience is not significant and an amount of £50 fairly reflects the level of inconvenience caused in this instance.

I appreciate Mr L had an earlier problem with Vanquis where it paid him £100 compensation. But, that was a separate and different matter to what I've considered here and I'm satisfied £50 here is appropriate.

I appreciate Mr L may remain unhappy with the decision I've come to here but I don't think there are any grounds to increase the amount that Vanquis has already paid.

my final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 18 October 2018.

Mark Hollands
ombudsman